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**From:** Zach Jett  
**Sent:** Friday, May 9, 2025 6:26 AM  
**To:** Roman, Michael  
**Cc:** Jennifer Huber  
**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection  
**Attachments:** 5.8.2025 LIMITED Access Waiver Indemnity Agreement - Executed.pdf

Mike,  
Attached is my executed waiver.

Thank you,  
Zach



**Zachary M. Jett** | Partner

BUTLER WEIHMULLER KATZ CRAIG LLP

11525 N. Community House Road, Suite 300 | Charlotte, NC 28277

Direct 704.940.9806 | Office 704.543.2321 | Fax 704.543.2324

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**From:** Roman, Michael <Michael.Roman@clydeco.us>  
**Sent:** Thursday, May 8, 2025 4:16 PM  
**To:** Zach Jett <zjett@butler.legal>; W. Ryan Snow <wrsnow@cwm-law.com>  
**Cc:** James Chapman <jchapman@cwm-law.com>; Mackenzie Pensyl <mpensyl@cwm-law.com>; Rodgers, James <James.Rodgers@clydeco.us>; Werner, Rachel <Rachel.Werner@clydeco.us>; Johnson, Dawn <Dawn.Johnson@clydeco.us>; Mark Nanavati <mnanavati@snllaw.com>  
**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

Ryan, Zach,

Attached is the access form. Please sign and return, including Capt. Lewis.

Please plan to arrive at the Carver yard (1400 Pierside St) about 7:30 so if the tug is there we can begin. Park by the brick office building on the waterfront. Once assembled, the GM will assist us down.

My cell is 412-496-1258. Thanks.  
Mike

**Michael Roman**

Senior Counsel | Clyde & Co US LLP

**Direct Dial:** +1 312 635 6971 | **Mobile:** +1 412 496 1258

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**From:** Zach Jett <zjett@butler.legal>  
**Sent:** Thursday, May 8, 2025 9:50 AM  
**To:** Roman, Michael <Michael.Roman@clydeco.us>; W. Ryan Snow <wrsnow@cwm-law.com>  
**Cc:** James Chapman <jchapman@cwm-law.com>; Mackenzie Pensyl <mpensyl@cwm-law.com>; Rodgers, James

<James.Rodgers@clydeco.us>; Werner, Rachel <Rachel.Werner@clydeco.us>; Johnson, Dawn <Dawn.Johnson@clydeco.us>; Mark Nanavati <mnanavati@snllaw.com>

**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

Hi Mike,

Captain Nick Lewis and I will be there.

Thank you,  
Zach



**Zachary Jett** | Attorney

BUTLER WEIHMULLER KATZ CRAIG LLP  
11525 N. Community House Road | Suite 300 | Charlotte, NC 28277  
Direct 704.940.9806 | Office 704.543.2321  
[www.butler.legal](http://www.butler.legal) | [email](mailto:email) | <vCard> | <location>

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**From:** Roman, Michael <Michael.Roman@clydeco.us>

**Sent:** Thursday, May 8, 2025 10:49 AM

**To:** W. Ryan Snow <wrsnow@cwm-law.com>; Zach Jett <zjett@butler.legal>

**Cc:** James Chapman <jchapman@cwm-law.com>; Mackenzie Pensyl <mpensyl@cwm-law.com>; Rodgers, James <James.Rodgers@clydeco.us>; Werner, Rachel <Rachel.Werner@clydeco.us>; Johnson, Dawn <Dawn.Johnson@clydeco.us>; Mark Nanavati <mnanavati@snllaw.com>

**Subject:** Re: [External] Norfolk/Carver - Bridge Inspection

Hi Zach,

Please send the name of the expert who will attend. I'll be sending releases soon that will need to be signed along with the address of the port. It will be an 8:00 AM start.

I understand Ryan is on the plane but relayed the same. Thanks.

Mike

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**From:** Roman, Michael <Michael.Roman@clydeco.us>

**Sent:** Wednesday, May 7, 2025 3:02:01 PM

**To:** W. Ryan Snow <wrsnow@cwm-law.com>; Zach Jett <zjett@butler.legal>

**Cc:** James Chapman <jchapman@cwm-law.com>; Mackenzie Pensyl <mpensyl@cwm-law.com>; Rodgers, James <James.Rodgers@clydeco.us>; Werner, Rachel <Rachel.Werner@clydeco.us>; Johnson, Dawn <Dawn.Johnson@clydeco.us>; Mark Nanavati <mnanavati@snllaw.com>

**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

Working on it and will be back to you asap.

**Michael Roman**

Senior Counsel | Clyde & Co US LLP

**Direct Dial:** +1 312 635 6971 | **Mobile:** +1 412 496 1258

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**From:** W. Ryan Snow <wrsnow@cwm-law.com>

**Sent:** Wednesday, May 7, 2025 2:59 PM

**To:** Roman, Michael <[Michael.Roman@clydeco.us](mailto:Michael.Roman@clydeco.us)>; Zach Jett <[zjett@butler.legal](mailto:zjett@butler.legal)>  
**Cc:** James Chapman <[jchapman@cwm-law.com](mailto:jchapman@cwm-law.com)>; Mackenzie Pensyl <[mpensyl@cwm-law.com](mailto:mpensyl@cwm-law.com)>; Rodgers, James <[James.Rodgers@clydeco.us](mailto:James.Rodgers@clydeco.us)>; Werner, Rachel <[Rachel.Werner@clydeco.us](mailto:Rachel.Werner@clydeco.us)>; Johnson, Dawn <[Dawn.Johnson@clydeco.us](mailto:Dawn.Johnson@clydeco.us)>; Mark Nanavati <[mnanavati@snllaw.com](mailto:mnanavati@snllaw.com)>  
**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

Ditto on this request please. Flight leaves tomorrow, so need confirmation today.

Ryan

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**From:** Zach Jett <[zjett@butler.legal](mailto:zjett@butler.legal)>  
**Sent:** Wednesday, May 7, 2025 1:55 PM  
**To:** W. Ryan Snow <[wrsnow@cwm-law.com](mailto:wrsnow@cwm-law.com)>; Roman, Michael <[Michael.Roman@clydeco.us](mailto:Michael.Roman@clydeco.us)>  
**Cc:** James Chapman <[jchapman@cwm-law.com](mailto:jchapman@cwm-law.com)>; Mackenzie Pensyl <[mpensyl@cwm-law.com](mailto:mpensyl@cwm-law.com)>; Rodgers, James <[James.Rodgers@clydeco.us](mailto:James.Rodgers@clydeco.us)>; Werner, Rachel <[Rachel.Werner@clydeco.us](mailto:Rachel.Werner@clydeco.us)>; Johnson, Dawn <[Dawn.Johnson@clydeco.us](mailto:Dawn.Johnson@clydeco.us)>; Mark Nanavati <[mnanavati@snllaw.com](mailto:mnanavati@snllaw.com)>  
**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

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Hi Mike,

Following up on the email below – could you please provide the address and start time for the tug inspection?

Thank you,  
Zach



**Zachary Jett** | Attorney  
BUTLER WEIHMULLER KATZ CRAIG LLP  
11525 N. Community House Road | Suite 300 | Charlotte, NC 28277  
Direct 704.940.9806 | Office 704.543.2321  
[www.butler.legal](http://www.butler.legal) | [email](mailto:zjett@butler.legal) | [vCard](#) | [location](#)

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**From:** W. Ryan Snow <[wrsnow@cwm-law.com](mailto:wrsnow@cwm-law.com)>  
**Sent:** Tuesday, May 6, 2025 4:11 PM  
**To:** Roman, Michael <[Michael.Roman@clydeco.us](mailto:Michael.Roman@clydeco.us)>  
**Cc:** James Chapman <[jchapman@cwm-law.com](mailto:jchapman@cwm-law.com)>; Mackenzie Pensyl <[mpensyl@cwm-law.com](mailto:mpensyl@cwm-law.com)>; Rodgers, James <[James.Rodgers@clydeco.us](mailto:James.Rodgers@clydeco.us)>; Werner, Rachel <[Rachel.Werner@clydeco.us](mailto:Rachel.Werner@clydeco.us)>; Johnson, Dawn <[Dawn.Johnson@clydeco.us](mailto:Dawn.Johnson@clydeco.us)>; Zach Jett <[zjett@butler.legal](mailto:zjett@butler.legal)>; Mark Nanavati <[mnanavati@snllaw.com](mailto:mnanavati@snllaw.com)>  
**Subject:** RE: [External] Norfolk/Carver - Bridge Inspection

Mike,

For the tug inspection on May 9, will the tug be at Carver's yard at 1400 Pierside Street? What time? Feel free to call me.

Ryan

W. Ryan Snow, Esquire

CRENSHAW, WARE & MARTIN, P.L.C.

*Celebrating 100 Years, 1923-2023*

757-623-3000

[www.cwm-law.com](http://www.cwm-law.com)

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**From:** Roman, Michael <[Michael.Roman@clydeco.us](mailto:Michael.Roman@clydeco.us)>

**Sent:** Wednesday, April 30, 2025 6:31 PM

**To:** James Chapman <[jchapman@cwm-law.com](mailto:jchapman@cwm-law.com)>; W. Ryan Snow <[wrsnow@cwm-law.com](mailto:wrsnow@cwm-law.com)>

**Cc:** Rodgers, James <[James.Rodgers@clydeco.us](mailto:James.Rodgers@clydeco.us)>; Werner, Rachel <[Rachel.Werner@clydeco.us](mailto:Rachel.Werner@clydeco.us)>; Johnson, Dawn <[Dawn.Johnson@clydeco.us](mailto:Dawn.Johnson@clydeco.us)>; Zach Jett <[zjett@butler.legal](mailto:zjett@butler.legal)>; Mark Nanavati <[mnanavati@snllaw.com](mailto:mnanavati@snllaw.com)>

**Subject:** Re: [External] Norfolk/Carver - Bridge Inspection

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Jim,

Let's plan for May 9 in Charleston for the tug inspection. She's due there then but we'll need to confirm the arrival date once underway. I trust you can be flexible +/- 1 day with a few days notice given its in service but let us know if that's an issue.

Waiting on confirm from Jeff on how much time he needs but let's plan for 8:30 AM Monday for the bridge inspection.

Thanks,

Mike

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**PLAINTIFF-INSPECTION  
ACCESS, WAIVER & INDEMNITY AGREEMENT  
("Agreement")**

This Agreement is entered into as of May \_\_, 2025 (**the "Effective Date"**) by and between:

1. Carver Maritime, LLC, a New York limited-liability company with offices at 1400 Pierside Street, North Charleston, South Carolina 29405, including its parents, affiliates, subsidiaries, officers, directors, managers, employees, agents, and insurers (**collectively, "Carver"**), and
2. The undersigned individual attendee (**the "Attendee"**), who desires access to Carver's marine terminal facility at **Pier J, Charleston, South Carolina (the "Port")** and to the motor vessel **M/V Mackenzie Rose (the "Vessel")** for purposes of an inspection in connection with the civil action styled **In the Matter of Coeymans Marine Towing, LLC, et al. No. 2:24-cv-00490, United States District Court for the Eastern District of Virginia, Norfolk Division (the "Litigation")**.

Carver and Attendee may be referred to individually as a "Party" and collectively as the "Parties."

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**1. Purpose; Limited License of Entry**

- 1.1 Carver hereby grants to Attendee, solely for the Inspection defined below, a revocable, non-transferable, non-exclusive, personal license to enter the Port and Vessel during the Access Window (Section 2) and solely within the Approved Areas (Schedule A).
- 1.2 "Inspection" means visual examination, non-destructive photography, videography, note-taking, and limited non-invasive measurements of the Vessel, its cargo gear, and immediately adjacent berth area, all for evidentiary purposes in the Litigation.

**2. Access Window; Supervision**

- 2.1 Access is permitted **only on May 9, 2025, between 7:30 AM to 9:30 AM Eastern Time, subject to the discretion of the Carver General Manager onsite (the "Access Window")**.
- 2.2 Attendee shall pre-register no later than forty-eight (48) hours before the Access Window, providing full legal name, employer, nationality, and Transportation Worker Identification Credential ("TWIC") number (if available).
- 2.3 Attendee shall remain under the continuous escort and direction of Carver's designated representative(s). Carver may terminate or suspend access at any time for safety, security, operational necessity, or breach of this Agreement.



### **3. Conditions Precedent to Entry**

Entry is conditioned on Attendee's:

- (a) execution of this Agreement;
- (b) presentation of government-issued photo ID (and TWIC, if held);
- (c) completion of Carver's safety and security briefing;
- (d) wearing of all required personal protective equipment ("PPE")—hard hat, ANSI-approved safety glasses, steel-toe boots, HI-VIS vest, and any additional PPE advised on site; and
- (e) receipt by Carver of an insurance certificate satisfying Section 11.

### **4. Safety & Security Rules**

- 4.1 Attendee shall comply with: (i) all instructions of Carver personnel; (ii) the Port's Facility Security Plan under the Maritime Transportation Security Act ("MTSA"); (iii) all posted signage; (iv) OSHA, USCG, and Department of Homeland Security regulations; and (v) any additional rules conveyed orally or in writing during the Inspection.
- 4.2 Prohibited items include but are not limited to weapons, alcohol, illegal drugs, drones, and ignition sources. Smoking and vaping are prohibited except in designated areas.

### **5. Assumption of Risk**

The Port and Vessel are active industrial environments involving heavy equipment, moving vehicles, elevated surfaces, confined spaces, and maritime hazards. Attendee VOLUNTARILY ASSUMES ALL RISKS of bodily injury, death, property loss, contamination, or other harm arising out of or relating to the Inspection, whether caused by Carver's negligence or otherwise, to the fullest extent permitted by law.

### **6. Waiver & Release**

To the maximum extent allowed by law, Attendee irrevocably WAIVES, RELEASES, and DISCHARGES Carver from all claims, demands, causes of action, damages, costs, expenses, and liabilities of every kind (including those sounding in negligence, premises liability, unseaworthiness, or strict liability) arising out of, related to, or occurring during the Inspection, except to the extent caused by Carver's gross negligence or willful misconduct.

### **7. Indemnity & Defense**

Attendee shall defend, indemnify, and hold harmless Carver from and against any and all third-party claims, suits, penalties, fines, damages, costs, losses, and attorneys' fees arising from Attendee's acts or omissions in connection with the Inspection, including breach of this Agreement or violation of law.



## **8. Lien Waiver**

Attendee waives all maritime liens, possessory rights, salvage rights, maintenance and cure, or similar rights in rem against the Vessel or Port.

## **9. Confidentiality & Restricted Use of Information**

9.1 All non-public information observed or obtained during the Inspection ("Confidential Information") shall be used solely for the purposes of the Litigation and shall not be disclosed except (i) to the court under protective order, or (ii) with Carver's prior written consent.

9.2 No samples, spares, documents, or digital data may be removed from the Port or Vessel without Carver's express written permission.

## **10. Photography, Videography & Drones**

Still or video imaging is permitted only within the Approved Areas and only after Carver's escort confirms that proprietary equipment and unrelated third-party cargo are excluded from frame. Use of drones or remotely piloted devices is strictly prohibited.

## **11. Insurance**

Attendee (or the party on whose behalf Attendee is present) shall maintain, at its sole cost, (i) Commercial General Liability with limits of not less than USD \$2,000,000 per occurrence and USD \$5,000,000 aggregate, and (ii) Workers' Compensation/Employer's Liability per statutory limits. Carver, its parent, subsidiaries, affiliates, officers, directors, and employees shall be named as additional insureds on a primary and non-contributory basis.

## **12. Independent Status**

Attendee is an independent party. Nothing herein creates an employment, agency, or joint-venture relationship.

## **13. Termination & Ejection**

Carver may suspend or terminate access immediately for safety, operational reasons, or breach. Upon request, Attendee shall immediately leave the Port and Vessel.

## **14. Governing Law; Jurisdiction; Jury Waiver**

This Agreement and all disputes arising hereunder shall be governed by United States maritime law to the extent applicable and, otherwise, by the laws of the State of South Carolina without regard to conflict-of-law principles. Any suit shall be brought exclusively in the United States District Court for the District of South Carolina,





Charleston Division, or, if that court lacks subject-matter jurisdiction, in the courts of the State of South Carolina located in Charleston County. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY.

#### **15. Severability; Survival**

If any provision is held invalid, the remaining provisions remain enforceable. Sections 5–11, 14, and 15 survive termination.

#### **16. Entire Agreement; No Oral Modifications**

This document constitutes the entire agreement regarding the Inspection and supersedes all prior oral or written discussions. No amendment or waiver is effective unless in a written instrument signed by both Parties.

#### **17. Electronic Signatures**

Electronic or scanned signatures are deemed originals for all purposes.

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#### **SCHEDULE A – APPROVED AREAS**

- Pier J berth face between Station 0+00 and 3+50
  - Vessel main deck, cargo hold tops, and engine-room entry (no entry into machinery spaces without separate hot-work permit)
  - Designated access walkways between gate and Vessel
-



**SIGNATURE PAGE**

**(One fully executed copy required from each Attendee)**

**ATTENDEE ACKNOWLEDGMENT & ACCEPTANCE**

I, the undersigned Attendee, certify that I have read this Agreement in its entirety, understand all of its terms, and voluntarily agree to be bound. I represent that I am at least eighteen (18) years of age, physically fit to participate in the Inspection, and have authority to sign this Agreement on my own behalf and, if applicable, on behalf of my employer.

Attendee Full Legal Name: Zachary M. Jett

Affiliation / Employer: Butler Weihmuller Katz Craig LLP

Role in Litigation (check one): ☒ Counsel ☐ Expert ☐ Consultant ☐ Other:

Street Address: 11525 North Community House Road, Suite 300

City, State, Zip: Charlotte, North Carolina, 28277

Telephone / Email: 704.940.9806 / zjett@butler.legal

Signature: Zachary M. Jett

Date: 05/08/2025

**WITNESS (Carver Escort or Notary)**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_